UNITED STATES of AMERICA
U.S. DISTRICT COURT -- EASTERN DISTRICT OF MICHIGAN

KAREN LUSIER,

Plaintiff,

DEMAND FOR JURY TRIAL

-vs-

Case No. 12-10248
Hon. David M. Lawson

ALLY FINANCIAL INC.,
CAPITAL ONE BANK, N.A.,
TD AUTO FINANCE LLC,
FORD MOTOR CREDIT COMPANY LLC,
PNC BANK,
ROYAL OAK FORD SALES, INC., and
THE HUNTINGTON NATIONAL BANK,

Defendants.

FIRST AMENDED COMPLAINT & JURY DEMAND

Introduction

1. Personal financial information may reveal the most private details of a consumer's lifestyle or mode of living, and any improper use constitutes an invasion of privacy of the consumer. As the banking and credit industries have developed systems and computer databases for legitimate, authorized and convenient access to this private, financial information, it has become, as a consequence, more convenient for people and companies with no legitimate reason to illegally invade a person's privacy by impermissible access to consumer credit histories.

2. While there is a legal duty for users of private, financial information to access it only for legal reasons, the credit bureaus have a coinciding duty to make sure that widespread invasions of privacy do not occur by implementing specific procedures to prevent illegal, impermissible or capricious "credit pulls". The improper access of a person's credit report is a substantial invasion of privacy and the use of this credit information can lead to one of the most pernicious phenomena of the electronic age, credit or identity theft.

3. At the heart of this lawsuit is the illegal use and access of Ms. Lusier's credit report by Royal Oak Ford Sales, Inc. and the impermissible access to this private information provided to Royal Oak Ford Sales, Inc. by one or more credit reporting agencies.

4. The Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq* restricts access and use of credit reports. This statute provides an exhaustive list of the permissible purposes and prescribes criminal penalties as well as civil for the unlawful access and use of these reports.

5. Users of this credit information like Royal Oak Ford Sales, Inc. are subject to the FCRA when they access reports and are under the highest duty to prevent unauthorized access by their agents as well as to prevent use of the information which is obtained illegally.

6. The FCRA expressly provides consumers with a private cause of action against the party illegally accessing the private information; for violations of these privacy provisions of 15 U.S.C. § 1681b, this impermissible access provision is enforceable via 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, depending on whether the violation is found to be wilful or merely negligent.

PARTIES

7. Karen Lusier, resides at 14371 Ashton , Detroit, MI in Wayne County and is the Plaintiff to this lawsuit. Karen Lusier is a consumer as defined by the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq* ("FCRA") at §1681a(c).

8. ROYAL OAK FORD SALES, INC. is a "person" as that term is defined in the Fair Credit Reporting Act ("FCRA")15 U.S.C. §1681a.

9. ALLY FINANCIAL INC. is a "person" as that term is defined in the Fair Credit Reporting Act ("FCRA")15 U.S.C. §1681a.

10. CAPITAL ONE BANK, N.A. is a "person" as that term is defined in the Fair Credit Reporting Act ("FCRA")15 U.S.C. §1681a.

11. TD AUTO FINANCE LLC is a "person" as that term is defined in the Fair Credit Reporting Act ("FCRA")15 U.S.C. §1681a.

12. FORD MOTOR CREDIT COMPANY LLC is a "person" as that term is defined in the Fair Credit Reporting Act ("FCRA")15 U.S.C. §1681a.

13. PNC BANK is a "person" as that term is defined in the Fair Credit Reporting Act ("FCRA")15 U.S.C. §1681a.

14. THE HUNTINGTON NATIONAL BANK is a "person" as that term is defined in the Fair Credit Reporting Act ("FCRA")15 U.S.C. §1681a.

Jurisdiction

15. This lawsuit, being brought pursuant to 15 U.S.C. § 1681 *et seq*, presents a federal question and as such, jurisdiction arises under 28 U.S.C. §1331, 1337.

Venue

16. The transactions and occurrences which give rise to this action occurred in Wayne County, Michigan.

17. Venue is proper in the Eastern District of Michigan.

Factual Allegations

18. Plaintiff's son brought Plaintiff's car to ROYAL OAK FORD SALES, INC. to be diagnosed for a repair.

19. ROYAL OAK FORD SALES, INC. did not provide a written estimate for repairs or diagnosis, as required by law, but instead, tore down the engine and charged the Plaintiff, in violation of the Michigan Motor vehicle code.

20. ROYAL OAK FORD SALES, INC. rendered the Plaintiff's vehicle inoperable so that Plaintiff would be less resistant to purchasing a new vehicle from ROYAL OAK FORD SALES, INC.

21. Plaintiff did not appear at ROYAL OAK FORD SALES, INC.

22. Plaintiff did not authorize any work to be done to her vehicle.

23. Plaintiff signed no credit application at ROYAL OAK FORD SALES, INC. that would have allowed ROYAL OAK FORD SALES, INC. or any other party to access her consumer report from any credit reporting agency.

24. ROYAL OAK FORD SALES, INC. WILL NOT PUT Plaintiff's car back together or return the vehicle until the Plaintiff pays amounts not authorized by law.

25. Ms. Lusier obtained a copy of her consumer report ("the consumer report").

26. The consumer report demonstrates that:

a. ROYAL OAK FORD SALES, INC. accessed Ms. Lusier's consumer report on Saturday, December 10, 2011.

b. ALLY FINANCIAL INC. accessed Ms. Lusier's consumer report on Saturday, December 10, 2011.

c. CAPITAL ONE BANK, N.A. accessed Ms. Lusier's consumer report on Saturday, December 10, 2011.

d. TD AUTO FINANCE LLC accessed Ms. Lusier's consumer report on Saturday, December 10, 2011.

e. FORD MOTOR CREDIT COMPANY LLC accessed Ms. Lusier's consumer report on Friday, December 9, 2011.

f. PNC BANK accessed Ms. Lusier's consumer report on Saturday, December 10, 2011.

g. THE HUNTINGTON NATIONAL BANK accessed Ms. Lusier's consumer report on Saturday, December 10, 2011.

COUNT I – VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

(ROYAL OAK FORD SALES, INC.)

27. Plaintiff reiterates and incorporates the allegations contained in all preceding paragraphs as if fully set out herein.

28. ROYAL OAK FORD SALES, INC., as a prerequisite to obtaining that consumer report, was required to certify to the credit reporting agency from which the report was obtained – that Royal Oak Ford Sales, Inc. had a permissible purpose under the FCRA for accessing and using the consumer report.

29. ROYAL OAK FORD SALES, INC. did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. § 1681b.

30. ROYAL OAK FORD SALES, INC. violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

31. ROYAL OAK FORD SALES, INC. violated the FCRA, 15 U.S.C. 1681b(f) by falsely certifying to Experian the purpose for which it accessed the consumer reports of the Plaintiff.

32. ROYAL OAK FORD SALES, INC. knowingly violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff.

33. ROYAL OAK FORD SALES, INC. wilfully violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff

34. ROYAL OAK FORD SALES, INC., in the alternative, negligently violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

35. The above-alleged actions and omissions of ROYAL OAK FORD SALES, INC. violated the FCRA, 15 U.S.C. §1681b(f).

36. As a direct and proximate cause of the above-alleged actions and omissions of ROYAL OAK FORD SALES, INC. Ms. Lusier has suffered an unwarranted invasion of her privacy, which may expose her to additional improper uses of the credit report or her personal identification information.

37. The Defendant is liable to the Plaintiff for actual damages, statutory damages and punitive damages for violation of the FCRA.

COUNT II – VIOLATIONS OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT (ROYAL OAK FORD SALES, INC.)

38. Plaintiff reiterates and incorporates the allegations contained in all preceding paragraphs as if fully set out herein.

39. The facts set forth herein describe violations of the Motor Vehicle Service and Repair Act.

40. Plaintiff has suffered damages as a result of these violations of the Motor Vehicle Service and Repair Act.

COUNT III – VIOLATIONS OF THE FAIR CREDIT REPORTING ACT (ALLY FINANCIAL INC.)

41. Plaintiff reiterates and incorporates the allegations contained in all preceding paragraphs as if fully set out herein.

42. ALLY FINANCIAL INC., as a prerequisite to obtaining that consumer report, was required to certify to the credit reporting agency from which the report was obtained – that ALLY FINANCIAL INC. had a permissible purpose under the FCRA for accessing and using the consumer report.

43. ALLY FINANCIAL INC. did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. § 1681b.

44. ALLY FINANCIAL INC. violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

45. ALLY FINANCIAL INC. violated the FCRA, 15 U.S.C. 1681b(f) by falsely certifying to Experian the purpose for which it accessed the consumer reports of the Plaintiff.

46. ALLY FINANCIAL INC. knowingly violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff.

47. ALLY FINANCIAL INC. wilfully violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff

48. ALLY FINANCIAL INC., in the alternative, negligently violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

49. The above-alleged actions and omissions of ALLY FINANCIAL INC. violated the FCRA, 15 U.S.C. §1681b(f).

50. As a direct and proximate cause of the above-alleged actions and omissions of ALLY FINANCIAL INC. Ms. Lusier has suffered an unwarranted invasion of her privacy, which may expose her to additional improper uses of the credit report or her personal identification information.

51. The Defendant is liable to the Plaintiff for actual damages, statutory damages and punitive damages for violation of the FCRA.

COUNT IV – VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

(CAPITAL ONE BANK, N.A.)

52. Plaintiff reiterates and incorporates the allegations contained in all preceding paragraphs as if fully set out herein.

53. CAPITAL ONE BANK, N.A., as a prerequisite to obtaining that consumer report, was required to certify to the credit reporting agency from which the report was obtained – that CAPITAL ONE BANK, N.A. had a permissible purpose under the FCRA for accessing and using the consumer report.

54. CAPITAL ONE BANK, N.A. did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. § 1681b.

55. CAPITAL ONE BANK, N.A. violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

56. CAPITAL ONE BANK, N.A. violated the FCRA, 15 U.S.C. 1681b(f) by falsely certifying to Experian the purpose for which it accessed the consumer reports of the Plaintiff.

57. CAPITAL ONE BANK, N.A. knowingly violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff.

58. CAPITAL ONE BANK, N.A. wilfully violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff

59. CAPITAL ONE BANK, N.A., in the alternative, negligently violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

60. The above-alleged actions and omissions of CAPITAL ONE BANK, N.A. violated the FCRA, 15 U.S.C. §1681b(f).

61. As a direct and proximate cause of the above-alleged actions and omissions of CAPITAL ONE BANK, N.A. Ms. Lusier has suffered an unwarranted invasion of her privacy, which may expose her to additional improper uses of the credit report or her personal identification information.

62. The Defendant is liable to the Plaintiff for actual damages, statutory damages and punitive damages for violation of the FCRA.

COUNT V – VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

(TD AUTO FINANCE LLC)

63. Plaintiff reiterates and incorporates the allegations contained in all preceding paragraphs as if fully set out herein.

64. TD AUTO FINANCE LLC, as a prerequisite to obtaining that consumer report, was required to certify to the credit reporting agency from which the report was obtained – that TD AUTO FINANCE LLC had a permissible purpose under the FCRA for accessing and using the consumer report.

65. TD AUTO FINANCE LLC did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. § 1681b.

66. TD AUTO FINANCE LLC violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

67. TD AUTO FINANCE LLC violated the FCRA, 15 U.S.C. 1681b(f) by falsely certifying to Experian the purpose for which it accessed the consumer reports of the Plaintiff.

68. TD AUTO FINANCE LLC knowingly violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff.

69. TD AUTO FINANCE LLC wilfully violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff

70. TD AUTO FINANCE LLC, in the alternative, negligently violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

71. The above-alleged actions and omissions of TD AUTO FINANCE LLC violated the FCRA, 15 U.S.C. §1681b(f).

72. As a direct and proximate cause of the above-alleged actions and omissions of TD AUTO FINANCE LLC Ms. Lusier has suffered an unwarranted invasion of her privacy, which may expose her to additional improper uses of the credit report or her personal identification information.

73. The Defendant is liable to the Plaintiff for actual damages, statutory damages and punitive damages for violation of the FCRA.

COUNT VI – VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

(FORD MOTOR CREDIT COMPANY LLC)

74. Plaintiff reiterates and incorporates the allegations contained in all preceding paragraphs as if fully set out herein.

75. FORD MOTOR CREDIT COMPANY LLC, as a prerequisite to obtaining that consumer report, was required to certify to the credit reporting agency from which the report was obtained – that FORD MOTOR CREDIT COMPANY LLC had a permissible purpose under the FCRA for accessing and using the consumer report.

76. FORD MOTOR CREDIT COMPANY LLC did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. § 1681b.

77. FORD MOTOR CREDIT COMPANY LLC violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

78. FORD MOTOR CREDIT COMPANY LLC violated the FCRA, 15 U.S.C. 1681b(f) by falsely certifying to Experian the purpose for which it accessed the consumer reports of the Plaintiff.

79. FORD MOTOR CREDIT COMPANY LLC knowingly violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff.

80. FORD MOTOR CREDIT COMPANY LLC wilfully violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff

81. FORD MOTOR CREDIT COMPANY LLC, in the alternative, negligently violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

82. The above-alleged actions and omissions of FORD MOTOR CREDIT COMPANY LLC violated the FCRA, 15 U.S.C. §1681b(f).

83. As a direct and proximate cause of the above-alleged actions and omissions of FORD MOTOR CREDIT COMPANY LLC Ms. Lusier has suffered an unwarranted invasion of her privacy, which may expose her to additional improper uses of the credit report or her personal identification information.

84. The Defendant is liable to the Plaintiff for actual damages, statutory damages and punitive damages for violation of the FCRA.

COUNT VII – VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

(PNC BANK)

85. Plaintiff reiterates and incorporates the allegations contained in all preceding paragraphs as if fully set out herein.

86. PNC BANK, as a prerequisite to obtaining that consumer report, was required to certify to the credit reporting agency from which the report was obtained – that PNC BANK had a permissible purpose under the FCRA for accessing and using the consumer report.

87. PNC BANK did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. § 1681b.

88. PNC BANK violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

89. PNC BANK violated the FCRA, 15 U.S.C. 1681b(f) by falsely certifying to Experian the purpose for which it accessed the consumer reports of the Plaintiff.

90. PNC BANK knowingly violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff.

91. PNC BANK wilfully violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff.

92. PNC BANK, in the alternative, negligently violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

93. The above-alleged actions and omissions of PNC BANK violated the FCRA, 15 U.S.C. §1681b(f).

94. As a direct and proximate cause of the above-alleged actions and omissions of PNC BANK Ms. Lusier has suffered an unwarranted invasion of her privacy, which may expose her to additional improper uses of the credit report or her personal identification information.

95. The Defendant is liable to the Plaintiff for actual damages, statutory damages and punitive damages for violation of the FCRA.

COUNT VIII – VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

(THE HUNTINGTON NATIONAL BANK)

96. Plaintiff reiterates and incorporates the allegations contained in all preceding paragraphs as if fully set out herein.

97. THE HUNTINGTON NATIONAL BANK, as a prerequisite to obtaining that consumer report, was required to certify to the credit reporting agency from which the report was obtained – that THE HUNTINGTON NATIONAL BANK had a permissible purpose under the FCRA for accessing and using the consumer report.

98. THE HUNTINGTON NATIONAL BANK did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. § 1681b.

99. THE HUNTINGTON NATIONAL BANK violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

100. THE HUNTINGTON NATIONAL BANK violated the FCRA, 15 U.S.C. 1681b(f) by falsely certifying to Experian the purpose for which it accessed the consumer reports of the Plaintiff.

101. THE HUNTINGTON NATIONAL BANK knowingly violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff.

102. THE HUNTINGTON NATIONAL BANK wilfully violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer report of the Plaintiff.

103. THE HUNTINGTON NATIONAL BANK, in the alternative, negligently violated the FCRA, 15 U.S.C. 1681b(f) by illegally accessing the consumer reports of the Plaintiff.

104. The above-alleged actions and omissions of THE HUNTINGTON NATIONAL BANK violated the FCRA, 15 U.S.C. §1681b(f).

105. As a direct and proximate cause of the above-alleged actions and omissions of THE HUNTINGTON NATIONAL BANK Ms. Lusier has suffered an unwarranted invasion of her privacy, which may expose her to additional improper uses of the credit report or her personal identification information.

106. The Defendant is liable to the Plaintiff for actual damages, statutory damages and punitive damages for violation of the FCRA.

Demand for Jury Trial

107. Plaintiff demands trial by jury in this action.

Demand For Judgment for Relief

ACCORDINGLY, Plaintiff requests that this Court:

a. Assume jurisdiction over all claims;.

b. Award actual damages.

c. Award statutory damages.

d. Award punitive damages.

e. Award statutory costs and attorney fees.

Respectfully Submitted,

ADAM G. TAUB & ASSOCIATES
CONSUMER LAW GROUP, PLC

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Dated: January 19, 2012